



Request for Proposal 07-X-38842

For: Trash Removal Services – Division of State Police (Various Locations)

| Event | Date | Time |
|--|----------|---------|
| Bidder's Electronic Question Due Date (Refer to RFP Section 1.3.1 for more information.) | 06/16/06 | 5:00 PM |
| Mandatory Pre-bid Conference (Refer to RFP Section 1.3.3 for important details about the new electronic bid option.) | N/A | N/A |
| Mandatory Site Visit (Refer to RFP Section 1.3.3 for more information.) | N/A | N/A |
| Bid Submission Due Date (Refer to RFP Section 1.3.2 for more information.) | 06/28/06 | 2:00 PM |

Dates are subject to change. All changes will be reflected in Addenda to the RFP posted on the Division of Purchase and Property website.

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| Small Business Set-Aside (Refer to RFP Section 4.4.2.2 for more information.) | Status <input checked="" type="checkbox"/> Not Applicable <input type="checkbox"/> Entire Contract <input type="checkbox"/> Partial Contract <input type="checkbox"/> Subcontracting Only | Category <input type="checkbox"/> I <input type="checkbox"/> II <input type="checkbox"/> III |
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RFP Issued By

Using Agency

State of New Jersey
Department of the Treasury
Division of Purchase and Property
Trenton, New Jersey 08625-0230

Date: 06/07/06

Table of Contents

| | |
|---|-----------|
| 1.0 INFORMATION FOR BIDDERS..... | 4 |
| 1.1 PURPOSE AND INTENT | 4 |
| 1.2 BACKGROUND..... | 4 |
| 1.3 KEY EVENTS..... | 4 |
| 1.3.1 ELECTRONIC QUESTION AND ANSWER PERIOD | 4 |
| 1.3.2 SUBMISSION OF BID PROPOSAL | 4 |
| 1.4 ADDITIONAL INFORMATION..... | 5 |
| 1.4.1 ADDENDA: REVISIONS TO THIS RFP..... | 5 |
| 1.4.2 BIDDER RESPONSIBILITY | 5 |
| 1.4.3 COST LIABILITY | 5 |
| 1.4.4 CONTENTS OF BID PROPOSAL..... | 5 |
| 1.4.5 PRICE ALTERATION..... | 6 |
| 1.4.6 JOINT VENTURE..... | 6 |
| 2.0 DEFINITIONS..... | 7 |
| 2.1 GENERAL DEFINITIONS..... | 7 |
| 3.0 COMMODITY DESCRIPTION/SCOPE OF WORK..... | 8 |
| 4.0 BID PROPOSAL PREPARATION AND SUBMISSION..... | 11 |
| 4.1 GENERAL | 11 |
| 4.2 BID PROPOSAL DELIVERY AND IDENTIFICATION..... | 11 |
| 4.3 NUMBER OF BID PROPOSAL COPIES..... | 11 |
| 4.4 BID PROPOSAL CONTENT | 11 |
| 4.4.1 FORMS THAT MUST BE SUBMITTED WITH BID PROPOSAL | 11 |
| 4.4.1.1 SIGNATORY PAGE..... | 11 |
| 4.4.1.2 OWNERSHIP DISCLOSURE FORM..... | 11 |
| 4.4.1.3 DISCLOSURE OF INVESTIGATIONS/ACTIONS INVOLVING BIDDER | 12 |
| 4.4.2 PROOF OF REGISTRATIONS THAT MUST BE SUBMITTED WITH THE BID PROPOSAL..... | 12 |
| 4.4.2.1 BUSINESS REGISTRATION CERTIFICATE FROM THE DIVISION OF REVENUE | 12 |
| 4.4.3 FORMS THAT MUST BE SUBMITTED BEFORE CONTRACT AWARD AND SHOULD BE SUBMITTED WITH THE BID PROPOSAL..... | 12 |
| 4.4.3.1 MACBRIDE PRINCIPLES CERTIFICATION | 12 |
| 4.4.3.2 AFFIRMATIVE ACTION..... | 12 |
| 4.4.4 SUBMITTALS..... | 12 |
| 4.4.4.1 BIDDER EXPERIENCE - DATA SHEETS | 13 |
| 4.4.5 FINANCIAL CAPABILITY OF THE BIDDER..... | 13 |
| 4.4.6 PRICING | 13 |
| 5.0 SPECIAL CONTRACTUAL TERMS AND CONDITIONS..... | 14 |
| 5.1 PRECEDENCE OF SPECIAL CONTRACTUAL TERMS AND CONDITIONS..... | 14 |
| 5.2 CONTRACT TERM AND EXTENSION OPTION | 15 |
| 5.3 CONTRACT TRANSITION..... | 15 |
| 5.4 CONTRACT AMENDMENT | 15 |
| 5.5 CONTRACTOR'S WARRANTY | 15 |
| 5.6 ITEMS ORDERED AND DELIVERED..... | 15 |
| 5.7 REMEDIES FOR FAILURE TO COMPLY WITH MATERIAL CONTRACT REQUIREMENTS..... | 16 |
| 5.9 CLAIMS | 16 |
| 5.10 CONTRACT ACTIVITY REPORT | 16 |
| 6.0 PROPOSAL EVALUATION | 16 |
| 6.1 CONTRACT EVALUATION..... | 16 |
| 6.2 ORAL PRESENTATION AND/OR CLARIFICATION OF BID PROPOSAL..... | 17 |
| 6.3 BID DISCREPANCIES | 17 |
| 6.4 NEGOTIATION AND BEST AND FINAL OFFER (BAFO)..... | 17 |

| | |
|--|-----------|
| 7.0 CONTRACT AWARD | 18 |
| 7.1 DOCUMENTS REQUIRED BEFORE CONTRACT AWARD | 18 |
| 7.1.1 REQUIREMENTS OF N.J.S.A. 19:44A-20.13-25 (FORMERLY EXECUTIVE ORDER 134)..... | 18 |
| 7.1.1.1 DEFINITIONS | 18 |
| 7.1.1.2 BREACH OF TERMS OF THE LEGISLATION..... | 19 |
| 7.1.1.3 CERTIFICATION AND DISCLOSURE REQUIREMENTS..... | 19 |
| 7.1.1.4 STATE TREASURER REVIEW | 20 |
| 7.1.1.5 ADDITIONAL DISCLOSURE REQUIREMENT OF P.L. 2005, C. 271..... | 20 |
| 7.2 FINAL CONTRACT AWARD | 20 |
| 7.3 INSURANCE CERTIFICATES | 20 |
| 8.0 CONTRACT ADMINISTRATION | 20 |
| 8.1 CONTRACT MANAGER | 20 |
| 8.1.1 STATE CONTRACT MANAGER RESPONSIBILITIES..... | 20 |
| 8.1.2 COORDINATION WITH THE STATE CONTRACT MANAGER | 21 |

1.0 INFORMATION FOR BIDDERS

1.1 PURPOSE AND INTENT

This Request for Proposal (RFP) is issued by the Purchase Bureau, Division of Purchase and Property, Department of the Treasury on behalf of Division of State Police. The purpose of this RFP is to solicit bid proposals for Trash Removal Services.

The intent of this RFP is to award contracts to those responsible bidders whose bid proposals, conforming to this RFP are most advantageous to the State, price and other factors considered. However, the State reserves the right to separately procure individual requirements that are the subject of the contract during the contract term, when deemed by the Director to be in the State's best interest.

The NJ Standard Terms and Conditions version 05 09 06 will apply to all contracts or purchase agreements made with the State of New Jersey. These terms are in addition to the terms and conditions set forth in this RFP and should be read in conjunction with them unless the RFP specifically indicates otherwise.

1.2 BACKGROUND

This is a reprourement of the **Trash Removal Services – Division of State Police (Various Locations)** term contract, presently due to expire on **June 30, 2006**. Bidders who are interested in the current contract specifications and pricing information may review the current contract T-0454 at <http://www.state.nj.us/treasury/purchase/contracts.htm>.

1.3 KEY EVENTS

1.3.1 ELECTRONIC QUESTION AND ANSWER PERIOD

The Purchase Bureau will accept questions and inquiries from all potential bidders electronically via web form. To submit a question, please go to Current Bid Opportunities webpage or to <http://ebid.nj.gov/QA.aspx>

Questions should be directly tied to the RFP and asked in consecutive order, from beginning to end, following the organization of the RFP. Each question should begin by referencing the RFP page number and section number to which it relates.

Bidders are not to contact the Using Agency directly, in person, by telephone or by email, concerning this RFP.

The cut-off date for electronic questions and inquiries relating to this RFP is indicated on the cover sheet. Addenda to this RFP, if any, will be posted on the Purchase Bureau website after the cut-off date (see Section 1.4.1. of this RFP for further information.)

1.3.2 SUBMISSION OF BID PROPOSAL

In order to be considered for award, the bid proposal must be received by the Purchase Bureau of the Division of Purchase and Property at the appropriate location by the required time. **ANY BID PROPOSAL NOT RECEIVED ON TIME AT THE LOCATION INDICATED BELOW WILL BE REJECTED. THE DATE AND TIME IS INDICATED ON THE COVER SHEET. THE LOCATION IS AS FOLLOWS:**

BID RECEIVING ROOM - 9TH FLOOR
PURCHASE BUREAU
DIVISION OF PURCHASE AND PROPERTY
DEPARTMENT OF THE TREASURY
33 WEST STATE STREET, P.O. BOX 230
TRENTON, NJ 08625-0230

Directions to the Purchase Bureau can be found at the following web address:

<http://www.state.nj.us/treasury/purchase/directions.shtml>

Note: Bidders using USPS Regular or Express mail services should allow additional time since USPS mail deliveries are not delivered directly to the Purchase Bureau.

1.4 ADDITIONAL INFORMATION

1.4.1 ADDENDA: REVISIONS TO THIS RFP

In the event that it becomes necessary to clarify or revise this RFP, such clarification or revision will be by addendum. Any addendum to this RFP will become part of this RFP and part of any contract awarded as a result of this RFP.

ALL RFP ADDENDA WILL BE ISSUED ON THE DIVISION OF PURCHASE AND PROPERTY WEB SITE. TO ACCESS ADDENDA, SELECT THE BID NUMBER ON THE BIDDING OPPORTUNITIES WEB PAGE AT THE FOLLOWING ADDRESS:

<HTTP://WWW.STATE.NJ.US/TREASURY/PURCHASE/BID/SUMMARY/BID.SHTML>

There are no designated dates for release of addenda. Therefore interested bidders should check the Purchase Bureau "Bidding Opportunities" website on a daily basis from time of RFP issuance through bid opening.

It is the sole responsibility of the bidder to be knowledgeable of all addenda related to this procurement.

1.4.2 BIDDER RESPONSIBILITY

The bidder assumes sole responsibility for the complete effort required in submitting a bid proposal in response to this RFP. No special consideration will be given after bid proposals are opened because of a bidder's failure to be knowledgeable as to all of the requirements of this RFP.

1.4.3 COST LIABILITY

The State assumes no responsibility and bears no liability for costs incurred by a bidder in the preparation and submittal of a bid proposal in response to this RFP.

1.4.4 CONTENTS OF BID PROPOSAL

Subsequent to bid opening, all information submitted by bidders in response to the bid solicitation is considered public information, except as may be exempted from public disclosure by the Open Public Records Act, N.J.S.A. 47:1A-1 et seq., and the common law. A bidder may designate specific information as not subject to disclosure when the bidder has a good faith legal/factual basis for such assertion. The State reserves the right to make the determination and will advise the bidder accordingly. The location in the bid proposal of any such designation should be clearly stated in a cover letter. **The State will not honor any attempt by a bidder**

either to designate its entire bid proposal as proprietary and/or to claim copyright protection for its entire proposal.

All bid proposals, with the exception of information determined by the State to be proprietary, are available for public inspection.

Interested parties can make an appointment with the Purchase Bureau to inspect bid proposals received in response to this RFP.

1.4.5 PRICE ALTERATION

Bid prices must be typed or written in ink. Any price change (including "white-outs") must be initialed. Failure to initial price changes shall preclude a contract award from being made to the bidder.

1.4.6 JOINT VENTURE

If a joint venture is submitting a bid proposal, the agreement between the parties relating to such joint venture should be submitted with the joint venture's bid proposal. Authorized signatories from each party comprising the joint venture must sign the bid proposal. A separate Ownership Disclosure Form, Disclosure of Investigations and Actions Involving Bidder, Affirmative Action Employee Information Report, MacBride Principles Certification, and Business Registration or Interim Registration must be supplied for each party to a joint venture.

2.0 DEFINITIONS

2.1 GENERAL DEFINITIONS

The following definitions will be part of any contract awarded or order placed as result of this RFP.

Addendum - Written clarification or revision to this RFP issued by the Purchase Bureau.

Amendment - A change in the scope of work to be performed by the contractor after contract award. An amendment is not effective until signed by the Director, Division of Purchase and Property or his/her designee.

Bidder – A vendor submitting a bid proposal in response to this RFP.

Contract - This RFP, any addendum to this RFP, the bidder's bid proposal submitted in response to this RFP and the Division's Notice of Acceptance.

Contractor - The contractor is the bidder awarded a contract.

Director - Director, Division of Purchase and Property, Department of the Treasury. By statutory authority, the Director is the chief contracting officer for the State of New Jersey.

Division - The Division of Purchase and Property.

Joint Venture – A business undertaking by two or more entities to share risk and responsibility for a specific project.

May - Denotes that which is permissible, but not mandatory.

Request for Proposal (RFP) - This document, which establishes the bidding and contract requirements and solicits bid proposals to meet the purchase needs of [the] Using Agency[ies], as identified herein.

Shall or Must - Denotes that which is a mandatory requirement.

Should - Denotes that which is recommended, but not mandatory.

State - State of New Jersey

Using Agency[ies]- The entity[ies] for which the Division has issued this RFP.

3.0 COMMODITY DESCRIPTION/SCOPE OF WORK

General Specifications and Requirements

3.1 All containers are to be supplied by vendor.

3.2 Containers shall be scheduled to be emptied on all scheduled days between the hours of 8:00 a.m. to 4:30 p.m. The exact day and expected time of each collection will be as specified by the appropriate agency personnel responsible for the operation of the collection site facility. A State business day is defined as any calendar day, exclusive of Saturdays, Sundays, State recognized legal holidays, and such other holidays or State office closings as directed by the Governor. The exact day and expected time of each collection will be as specified by the Using Agency's authorized representative. Whenever a collection day falls on a day other than a State business day, an alternate collection day within the same collection period must be arranged with a agency's authorized representative.

3.3 Collections are to be made from containers located in accordance with instructions from the agency's authorized representative.

3.4 The trash to be collected shall not be limited to a singular type of material. Essentially, such material will be a mixture of solid waste material identified as number 10 and 13 as defined by the Department of Environmental Protection for classification of solid waste.

3.5 The contractor will maintain all the containers in good working order. Containers must be cleaned and deodorized monthly or as directed by the agency's authorized representative.

3.6 The container sizes are to be as specified in this RFP or as requested by the agency's authorized representative.

3.7 The contractor agrees to respond to request(s) for unscheduled collections. Also, the number of pick-ups per week may be increased and/or decreased during the term of the contract.

3.8 All lids on the trash receptacles must be closed after removal of trash.

3.9 All trash is to be collected and removed from State property to a dump or disposal area provided by the contractor which has been approved for such use by the appropriate licensing authority.

3.10 At the start of each new contract year (15 days after notification of award or within 10 working days of the start of the second or third contract year), all containers except "turnaround" types must be freshly painted, unless otherwise stated by the agency's authorized representative. The "turnaround" contractor(s) shall have been painted within the previous 12 months before being placed at the site.

3.11 All trash spilled by the contractor in the collection or removal process must be picked up by the contractor. Contractor will not squeeze contents of trash truck on grounds.

3.12 Containers used for trash should be labeled with the words "No Cardboard" and "No Hazardous Waste."

3.13 Containers used for corrugated cardboard should be labeled "Cardboard Only" and "No Hazardous Waste".

3.14 Price Adjustment

3.14.1 Solid waste collection and disposal will be subject to the provisions of the New Jersey State Solid Waste Management Laws, P.L. 1975, Chapter 326 and all amendments thereto. Further, the contractor shall comply with the District Solid Waste Management Plan of the applicable county and any franchises granted by DEP. Any collector/hauler who fails to comply with the provisions contained herein shall be deemed to be in violation of N.J.S.A. 48:13a-1 et. seq., and shall be subject to the provisions of these and all other applicable laws and regulations.

In the event DEP approves a disposal rate increase/decrease, or redirects solid waste, including any mandated State surcharges, then the approved disposal rate increase/decrease will be added to the attested contract unit prices as follows: The contractor must provide a written request to the Purchase Bureau for the disposal rate increase/decrease. If the contractor's written request is received within ten (10) days from the date of written notification from the disposal facility, then the disposal facility notification date is the date the increase/decrease becomes effective. If the contractor's written notification is not received within ten (10) days from the disposal facility's notification, then the date of the contractor's notification letter to the Purchase Bureau will be the effective date of the increase/decrease. Full documentation from the disposal facility must be submitted to the Purchase Bureau for approval. At no time can these additional costs be recovered before a written approval from the Director of the Division of Purchase and Property is submitted to the vendor.

This written request must include the following:

- 1) A letter from your company listing the amount of the increase/decrease requested, the contract number(s), locations and addresses and line number(s) affected, the current rate and the new rate requested for each line number.
- 2) A copy of the "Written Notice" from the Disposal Facility indicating the amount of the increase/decrease and the effective date of the increase/decrease.

For disposal facilities not located in the State of New Jersey and not governed by DEP, the disposal cost increase/decrease must be documented, approved by DEP and signed by an official of the corporation and notarized. The Director of the Division of Purchase and Property will review the request and may authorize the approved means to affect the additional cost.

All contractors shall be required to submit an invoice from their designated disposal facilities indicating the types of trash that were picked up, i.e. loose or uncompacted, vendor compacted waste or using agency compacted waste which is defined as follows:

Loose or Uncompacted Waste

Material picked up and delivered to a disposal facility by the contracted vendor in a loose or uncompacted condition, usually an open roll-off container, typically a 20, 30, or 40 cubic yard capacity.

Vendor Compacted Waste

Material picked up loose usually in a 1, 1 1/2, 2, 3, 4, 5, 6, & 8 cubic yard container and dumped into a front end loader and/or rear end loader truck where it is compacted to a ratio of 5 to 1 and delivered to a disposal facility by the contracted vendor.

Using Agency Compacted Waste

Material dumped loose into a compacting container which is operated by the using agency and is picked up already compacted by the contracted vendor and delivered to the designated disposal facility.

Manual Pickup Loose

Material picked up loose and dumped into a rear end or side loader truck. The using agency to supply the approximate number of cubic yards to be picked up daily. This material shall be compacted and delivered to the designated disposal facility.

Redirection Fee

The additional fee charged should trash disposal facility be changed during the term of this contract by DEP causing an increase or decrease in travel distance shall be \$1.50 per mile.

The miles will be calculated on the difference of the additional, or decrease in miles traveled from pick up site to new landfill site. Roll-off containers will be calculated on a round trip basis.

The State will pay disposal rate increases/decreases as approved by DEP by using the following ratios in determine the additional cost to be added/subtracted to the contract prices:

Loose or Uncompacted waste a ratio of 1 to 1

Vendor Compacted waste a ratio of 5 to 1

Using Agency Compacted waste a ratio of 1 to 1

Manual Pickup loose a ratio of 5 to 1

For all compacted trash, the State will permit an increase off one-fifth (ratio of 5 to 1) of the increase in disposal costs. All other disposal rate increases will be paid at a rate of one to one (ratio of 1 to 1).

In addition to the above disposal cost increases, the contracted vendor shall also be able to assess State using agencies the State mandated surcharges that may be imposed during the contract period as a result of new legislative regulations or increases to current taxes.

3.14.2 Price Reduction

Should there be a decrease in disposal cost fees as a result of redirection of trash, decreased prices at the disposal facility or a decrease in the State mandated surcharges and/or taxes, the same formula used to calculate an increase will be used to calculate the decreased cost to the State.

3.14.3 The State will not be responsible for any increased costs due to a change in the Disposal Facility being used by a contractor of their own choice. This applies only to counties where waste flow regulations do not exist.

3.15 Responsibility of the Contractor

3.15.1 The contractor shall be responsible for the performance of all work under this contract.

3.15.2 The contractor shall be responsible for the acts and/or omissions of his employees, agents and subcontractors.

4.0 BID PROPOSAL PREPARATION AND SUBMISSION

4.1 GENERAL

The bidder is advised to thoroughly read and follow all instructions contained in this RFP, including the instructions on the RFP's signatory page, in preparing and submitting its bid proposal.

4.2 BID PROPOSAL DELIVERY AND IDENTIFICATION

In order to be considered, a bid proposal must arrive at the Purchase Bureau in accordance with the instructions on the RFP signatory page

<http://www.state.nj.us/treasury/purchase/bid/summary/07x38842.shtml>. Bidders are cautioned to allow adequate delivery time to ensure timely delivery of bid proposals. **State regulation mandates that late bid proposals are ineligible for consideration. THE EXTERIOR OF ALL BID PROPOSAL PACKAGES ARE TO BE LABELED WITH THE BID IDENTIFICATION NUMBER AND THE FINAL BID OPENING DATE OR RISK NOT BEING RECEIVED IN TIME.**

4.3 NUMBER OF BID PROPOSAL COPIES

The bidder must submit **one (1) complete ORIGINAL bid proposal**, clearly marked as the "ORIGINAL" bid proposal. The bidder should submit **one (1) full, complete and exact copy** of the original. The copies requested are necessary in the evaluation of the bid proposal. A bidder failing to provide the requested number of copies will be charged the cost incurred by the State in producing the requested number of copies. It is suggested that the bidder make and retain a copy of its bid proposal.

4.4 BID PROPOSAL CONTENT

4.4.1 FORMS THAT MUST BE SUBMITTED WITH BID PROPOSAL

4.4.1.1 SIGNATORY PAGE

The bidder shall complete and submit the Signatory page provided on the Advertised Solicitation, Current Bid Opportunities webpage

<http://www.state.nj.us/treasury/purchase/bid/summary/07x38842.shtml>. The Signatory page shall be signed by an authorized representative of the bidder. If the bidder is a limited partnership, the Signatory page must be signed by a general partner. If the bidder is a joint venture, the Signatory page must be signed by a principal of each party to the joint venture. Failure to comply will result in rejection of the bid proposal.

4.4.1.2 OWNERSHIP DISCLOSURE FORM

In the event the bidder is a corporation, partnership or sole proprietorship, the bidder must complete the attached Ownership Disclosure Form. A current completed Ownership Disclosure Form must be received prior to or accompany the bid proposal. Failure to do so will preclude the award of a contract.

The Ownership Disclosure Form is located on the Advertised Solicitation, Current Bid Opportunities webpage <http://www.state.nj.us/treasury/purchase/bid/summary/07x38842.shtml>.

4.4.1.3 DISCLOSURE OF INVESTIGATIONS/ACTIONS INVOLVING BIDDER

The bidder shall provide a detailed description of any investigation, litigation, including administrative complaints or other administrative proceedings, involving any public sector clients during the past five years including the nature and status of the investigation, and, for any litigation, the caption of the action, a brief description of the action, the date of inception, current status, and, if applicable, disposition. The bidder shall use the Disclosure of Investigations and Actions Involving Bidder form located on the Advertised Solicitation, Current Bid Opportunities webpage <http://www.state.nj.us/treasury/purchase/bid/summary/07x38842.shtml>.

4.4.2 PROOF OF REGISTRATIONS THAT MUST BE SUBMITTED WITH THE BID PROPOSAL

4.4.2.1 BUSINESS REGISTRATION CERTIFICATE FROM THE DIVISION OF REVENUE

FAILURE TO SUBMIT A COPY OF THE BIDDER'S BUSINESS REGISTRATION CERTIFICATE (OR INTERIM REGISTRATION) FROM THE DIVISION OF REVENUE WITH THE BID PROPOSAL MAY BE CAUSE FOR REJECTION OF THE BID PROPOSAL.

The bidder may go to www.nj.gov/njbgs to register with the New Jersey Division of Revenue or to obtain a copy of an existing Business Registration Certificate.

Refer to Section 1.1. of the NJ Standard Terms and Conditions version 05 09 06 located on the Advertised Solicitation, Current Bid Opportunities webpage <http://www.state.nj.us/treasury/purchase/bid/summary/07x38842.shtml>

4.4.3 FORMS THAT MUST BE SUBMITTED BEFORE CONTRACT AWARD AND SHOULD BE SUBMITTED WITH THE BID PROPOSAL.

4.4.3.1 MACBRIDE PRINCIPLES CERTIFICATION

The bidder is required to complete the attached MacBride Principles Certification evidencing compliance with the MacBride Principles. The requirement is a precondition to entering into a State contract. The MacBride Principles Certification Form is located on the Advertised Solicitation, Current Bid Opportunities webpage: <http://www.state.nj.us/treasury/purchase/bid/summary/07x38842.shtml>.

4.4.3.2 AFFIRMATIVE ACTION

The bidder is required to complete the attached Affirmative Action Employee Information Report, or, in the alternative, supply either a New Jersey Affirmative Action Certificate or evidence that the bidder is operating under a federally approved or sanctioned affirmative action program. The requirement is a precondition to entering into a State contract. The Affirmative Action Forms are located on the Advertised Solicitation, Current Bid Opportunities webpage <http://www.state.nj.us/treasury/purchase/bid/summary/07x38842.shtml>.

4.4.4 SUBMITTALS

CRENDENTIALS

Your Certification of Public Convenience & Necessity (CPCN) # _____

Your DEP #: _____

Note to Bidders:

Bidders to indicate in the space provide on the price sheets the name and location at the Waste Facility where waste collected under this contract will be taken.

4.4.4.1 BIDDER EXPERIENCE - DATA SHEETS

The bidder must provide all of the information requested in the Bidder's Data Packet located on the Advertised Solicitation, Current Bid Opportunities webpage:

<http://www.state.nj.us/treasury/purchase/bid/summary/07x38842.shtml>.

4.4.5 FINANCIAL CAPABILITY OF THE BIDDER

Upon request, in order to provide the State with the ability to judge the bidder's financial capacity and capabilities to undertake and successfully complete the contract, the bidder should submit two years of certified financial statements that include a balance sheet, income statement and statement of cash flow, and all applicable notes for the most recent calendar year or the bidder's most recent fiscal year. If certified financial statements are not available, the bidder should provide either a reviewed or compiled statement from an independent accountant setting forth the same information required for the certified financial statements, together with a certification from the Chief Executive Officer and the Chief Financial Officer, that the financial statements and other information included in the statements fairly present in all material respects the financial condition, results of operations and cash flows of the bidder as of, and for, the periods presented in the statements. In addition, the bidder should submit a bank reference.

If the information is not supplied with the bid proposal, the State may still require the bidder to submit it. If the bidder fails to comply with the request within seven (7) business days, the State may deem the proposal non-responsive.

The bidder may designate specific financial information as not subject to disclosure when the bidder has a good faith legal/factual basis for such assertion. The bidder may submit specific financial documents in a separate, sealed package clearly marked "Confidential-Financial Information" along with its Bid Proposal.

The State reserves the right to make the determination whether to accept the bidder's assertion of confidentiality and will advise the bidder accordingly.

4.4.6 PRICING

The bidder must submit its pricing using the format set forth in the State supplied price sheet(s) attached to this RFP. Failure to submit all information required will result in the bid being considered non-responsive.

Each bidder is required to hold its prices firm for a period of 60 days. Every effort will be made to award the contract prior to the time period set forth above.

4.4.7 METHOD OF SUBMITTING PRICES

Bidders must bid prices for the three year period in order to evaluate bids properly on equal footing. Failure to do so will result in the rejection of your bid.

Bidders must submit on the attached bid sheet(s) their prices per pick up/cu yd/ton/haul fee as indicated for the particular price line(s). Prices quoted must include all applicable Federal, State, and Municipal taxes. All other information requested on the bid sheet(s) must be completed. The bidder's signature on the RFP will attest to the fact that the bidder can service the location bid upon. Failure to include all applicable Federal, State and Municipal taxes will result in the rejection of your bid. Failure to sign the bid will result in the rejection of your bid.

VENDOR MUST UTILIZE THE OFFICIAL COUNTY TIPPING FEES FOR THE LANDFILLS AND/OR RESOURCE FACILITIES IT IS BIDDING.

WHEN BIDDING ON THE PRICE SHEETS, PLEASE USE ONLY THE FIRST COLUMN FOR THE UNIT PRICE. THE SECOND COLUMN SHOULD BE LEFT BLANK.

THE STATE RESERVES THE RIGHT TO TAKE IN CONSIDERATION THE AGENCY'S CURRENT NUMBER OF HAULS AND THE CURRENT AMOUNT OF TONNAGE WHEN CALCULATING THE TOTAL BID PRICE.

Site Inspection:

It is the responsibility of the bidder to visit the site and make a tour and inspection of the area to be serviced under the terms of this RFP. The selected vendor is required to assume sole responsibility for the complete effort as required in this RFP. No special consideration shall be given after bids are opened because of the bidder's failure to be knowledgeable of all conditions existing at a site.

No discussion at the Site Inspection or answers given at the Site Inspection will be binding unless confirmed in writing via Addendum prior to bid opening by the Purchase Bureau.

An appointment for an on-site inspection can be made by contacting:
Stacey Baranyi
Division of State Police

Phone: 609-882-2000 Ext. 2268

5.0 SPECIAL CONTRACTUAL TERMS AND CONDITIONS

5.1 PRECEDENCE OF SPECIAL CONTRACTUAL TERMS AND CONDITIONS

The contract awarded as a result of this RFP shall consist of this RFP, addendum to this RFP, the contractor's bid proposal and the Division's Notice of Award.

Unless specifically stated within this RFP, the Special Contractual Terms and Conditions of the RFP take precedence over the NJ Standard Terms and Conditions version 05 09 06 located on the Advertised Solicitation, Current Bid Opportunities webpage:

<http://www.state.nj.us/treasury/purchase/bid/summary/07x38842.shtml>.

In the event of a conflict between the provisions of this RFP, including the Special Contractual Terms and the NJ Standard Terms and Conditions version 05 09 06, and any Addendum to this RFP, the Addendum shall govern.

In the event of a conflict between the provisions of this RFP, including any Addendum to this RFP, and the bidder's bid proposal, the RFP and/or the Addendum shall govern.

5.2 CONTRACT TERM AND EXTENSION OPTION

The term of the contract shall be for a period of **three years**. The anticipated "Contract Effective Date" is provided on the signatory page of this RFP:

<http://www.state.nj.us/treasury/purchase/bid/summary/07x38842.shtml>. If delays in the procurement process result in a change to the anticipated Contract Effective Date, the bidder agrees to accept a contract for the full term of the contract. The contract may be extended for all or part of **two (2)** one-year periods, by the mutual written consent of the contractor and the Director.

5.3 CONTRACT TRANSITION

In the event that a new contract has not been awarded prior to the contract expiration date, as may be extended herein, it shall be incumbent upon the contractor to continue the contract under the same terms and conditions until a new contract can be completely operational. At no time shall this transition period extend more than **ninety (90)** days beyond the expiration date of the contract.

5.4 CONTRACT AMENDMENT

Any changes or modifications to the terms of the contract shall be valid only when they have been reduced to writing and signed by the contractor and the Director.

5.5 CONTRACTOR'S WARRANTY

- a) The Contractor is responsible for the quality, technical accuracy, timely completion and delivery of all deliverables and other services to be furnished by the Contractor under the Contract. The Contractor agrees to perform in a good, skillful and timely manner all services set forth in the Contract.
- b) The Contractor shall, without additional compensation, correct or revise any errors, omissions, or other deficiencies in its services and deliverables furnished under the Contract. The approval of interim deliverables furnished under the Contract shall not in any way relieve the Contractor of fulfilling all of its obligations under the Contract. The acceptance or payment for any of the services rendered under the Contract shall not be construed as a waiver by the State or Agency, of any rights under the agreement or of any cause of action arising out of the Contractor's performance of the Contract.
- c) The acceptance of, approval of or payment for any of the services performed by the Contractor under the Contract shall not constitute a release or waiver of any claim the State or Agency, has or may have for latent defects or errors or other breaches of warranty or negligence.

5.6 ITEMS ORDERED AND DELIVERED

The Using Agency is authorized to order and the contractors are authorized to ship only those items covered by the contracts resulting from this RFP. If a review of orders placed by the Using Agency [Agencies] reveals [reveal] that material other than that covered by the contract has been ordered and delivered, such delivery shall be a violation of the terms of the contract and may be considered by the Director as a basis to terminate the contract and/or as a basis not to award the contractor a subsequent contract. The Director may take such steps as are necessary to have the items returned by the Agency, regardless of the time between the date of delivery and discovery of the violation. In such event, the contractor shall reimburse the State the full purchase price.

The contract involves items which are necessary for the continuation of ongoing critical State services. Any delay in delivery of these items would disrupt State services and would force the

State to immediately seek alternative sources of supply on an emergency basis. Timely delivery is critical to meeting the State's ongoing needs.

5.7 REMEDIES FOR FAILURE TO COMPLY WITH MATERIAL CONTRACT REQUIREMENTS

In the event that the contractor fails to comply with any material contract requirements, the Director may take steps to terminate the contract in accordance with the State administrative code and/or authorize the delivery of contract items by any available means, with the difference between the price paid and the defaulting contractor's price either being deducted from any monies due the defaulting contractor or being an obligation owed the State by the defaulting contractor.

5.9 CLAIMS

All claims asserted against the State by the contractor shall be subject to the New Jersey Tort Claims Act, N.J.S.A. 59:1-1.1, et seq., and/or the New Jersey Contractual Liability Act, N.J.S.A. 59:13-1, et seq.

5.10 CONTRACT ACTIVITY REPORT

In conjunction with the standard record keeping requirements of this contract, as required by in paragraph 3.19 of the NJ Standard Terms and Conditions version 05 09 06, located on the Advertised Solicitation, Current Bid Opportunities webpage <http://www.state.nj.us/treasury/purchase/bid/summary/07x38842.shtml>, contractor(s) must provide, on a calendar quarter basis, to the Purchase Bureau buyer assigned, a record of all purchases made under their contract award resulting for this Request for Proposal. This includes purchases made by all using agencies including the State and political sub-divisions thereof. This reporting requirement includes sales to State using agencies and, if permitted under the terms of the contract, sales to counties, municipalities, school districts, volunteer fire departments, first aid squads and rescue squads, and independent institutions of higher education. The requirement also includes sales to State and County Colleges and Quasi-State Agencies. Quasi-State Agencies include any agency, commission, board, authority or other such governmental entity which is established and is allocated to a State department or any bi-state governmental entity of which the State of New Jersey is a member.

This information must be provided in a tabular format such that an analysis can be made to determine the following:

- Contractor's total sales volume to each purchaser under the contract, subtotaled by product, including, if applicable, catalog number and description, price list with appropriate page reference and/or contract discount applied.
- Total dollars paid to subcontractors.

Submission of purchase orders, confirmations, and/or invoices do not fulfill this contract requirement for information.

Contractors are strongly encouraged to submit the required information in electronic spreadsheet format. The Purchase Bureau uses Microsoft Excel.

Failure to report this mandated information will be a factor in future award decisions.

6.0 PROPOSAL EVALUATION

6.1 CONTRACT EVALUATION

The following criteria will be used to evaluate all bid proposals that meet the requirements of this RFP. The criteria are not listed in order of importance:

6.1.1 Price

6.1.2 Experience of the bidder

6.1.3 The bidder's past performance under similar contracts, including if applicable, the Division's vendor performance database.

6.2 ORAL PRESENTATION AND/OR CLARIFICATION OF BID PROPOSAL

Prior to contract award and with the exception of scheduling a review of submitted bids, unless requested by the State, contact with the State is limited to status inquiries only and such inquiries are only to be directed to the buyer. Any further contact or information about the proposal with the buyer or any other State official connected with the solicitation will be considered an impermissible supplementation of the bidder's bid proposal.

The bidder may be required to give an oral presentation to the State concerning its bid proposal. The State may also require the bidder to submit written responses to questions regarding its bid proposal.

The purpose of such communication with the bidder, either through an oral presentation or a letter of clarification, is to provide an opportunity for the bidder to clarify or elaborate on its bid proposal. Original bid proposals submitted, however, cannot be supplemented, changed, or corrected in any way. No comments regarding other bid proposals are permitted. Bidders may not attend presentations made by their competitors.

It is within the State's discretion whether to require the bidder to give an oral presentation or require the bidder to submit written responses to questions regarding its bid proposal. Action by the State in this regard should not be construed to imply acceptance or rejection of a bid proposal. The Purchase Bureau buyer will be the sole point of contact regarding any request for an oral presentation or clarification.

6.3 BID DISCREPANCIES

In evaluating bids:

- Discrepancies between words and figures will be resolved in favor of words.
- Discrepancies between unit prices and totals of unit prices will be resolved in favor of unit prices.
- Discrepancies in the multiplication of units of work and unit prices will be resolved in favor of the unit prices.
- Discrepancies between the indicated total of multiplied unit prices and units of work and the actual total will be resolved in favor of the actual total.
- Discrepancies between the indicated sum of any column of figures and the correct sum thereof will be resolved in favor of the corrected sum of the column of figures.

6.4 NEGOTIATION AND BEST AND FINAL OFFER (BAFO)

Following the opening of bid proposals, the State reserves the right, pursuant to N.J.S.A. 52:34-12(f), to negotiate: the technical services offered, the terms and conditions and/or the price of a proposed contract award with any bidder and reserves the right to seek a Best and Final Offer (BAFO) from one or more bidders. In response to the State's request to negotiate, the bidder must

continue to satisfy all mandatory RFP requirements but may improve upon their original technical proposal in any revised technical proposal. However, any revised technical proposal that does not continue to satisfy all mandatory requirements will be rejected as non-responsive and the original technical proposal will be used for any further evaluation purposes, in accordance with the following procedure:

The State will conduct an initial review and determine whether and with which bidder(s) it will negotiate, and will communicate its request to each such bidder. In response, the bidder will submit any required revisions to its proposal.

In response to the State's request for a BAFO, the bidder may submit a revised price proposal that is equal to or lower in price than its original submission, but must continue to satisfy all mandatory requirements.

After receipt of the results of the negotiation and/or the BAFO(s), the State will complete its evaluation and recommend to the Director for award that responsible bidder(s) whose bid proposal, conforming to this RFP, is most advantageous to the State, price and other factors considered.

All contacts, records of initial evaluations, any correspondence with bidders related to any request for negotiation or BAFO, any revised technical and/or price proposals, the State's evaluation and the Award Recommendation, will remain confidential until an Intent to Award notice is issued.

7.0 CONTRACT AWARD

7.1 DOCUMENTS REQUIRED BEFORE CONTRACT AWARD

7.1.1 REQUIREMENTS OF N.J.S.A. 19:44A-20.13-25 (FORMERLY EXECUTIVE ORDER 134)

In order to safeguard the integrity of State government procurement by imposing restrictions to insulate the negotiation and award of State contracts from political contributions that pose the risk of improper influence, purchase of access, or the appearance thereof, the Legislature enacted N.J.S.A. 19:44A-20.13 – 25 on March 22, 2005 the "Legislation"), retroactive to October 15, 2004, superseding the terms of Executive Order 134. Pursuant to the requirements of the Legislation, the terms and conditions set forth in this section are material terms of any contract resulting from this RFP:

7.1.1.1 DEFINITIONS

For the purpose of this section, the following shall be defined as follows:

a) Contribution – means a contribution reportable as a recipient under "The New Jersey Campaign Contributions and Expenditures Reporting Act." P.L. 1973, c. 83 (C.19:44A-1 et seq.), and implementing regulations set forth at N.J.A.C. 19:25-7 and N.J.A.C. 19:25-10.1 et seq. Through December 31, 2004, contributions in excess of \$400 during a reporting period were deemed "reportable" under these laws. As of January 1, 2005, that threshold was reduced to contributions in excess of \$300.

b) Business Entity – means any natural or legal person, business corporation, professional services corporation, Limited Liability Company, partnership, limited partnership, business trust, association or any other legal commercial entity organized under the laws of New Jersey or any other state or foreign jurisdiction. The definition of a business entity includes (i) all principals who own or control more than 10 percent of the profits or assets of a business entity or 10 percent of the stock in the case of a business

entity that is a corporation for profit, as appropriate; (ii) any subsidiaries directly or indirectly controlled by the business entity; (iii) any political organization organized under section 527 of the Internal Revenue Code that is directly or indirectly controlled by the business entity, other than a candidate committee, election fund, or political party committee; and (iv) if a business entity is a natural person, that person's spouse or child, residing in the same household.

7.1.1.2 BREACH OF TERMS OF THE LEGISLATION

It shall be a breach of the terms of the contract for the Business Entity to (i) make or solicit a contribution in violation of the Legislation, (ii) knowingly conceal or misrepresent a contribution given or received; (iii) make or solicit contributions through intermediaries for the purpose of concealing or misrepresenting the source of the contribution; (iv) make or solicit any contribution on the condition or with the agreement that it will be contributed to a campaign committee or any candidate or holder of the public office of Governor, or to any State or county party committee; (v) engage or employ a lobbyist or consultant with the intent or understanding that such lobbyist or consultant would make or solicit any contribution, which if made or solicited by the business entity itself, would subject that entity to the restrictions of the Legislation; (vi) fund contributions made by third parties, including consultants, attorneys, family members, and employees; (vii) engage in any exchange of contributions to circumvent the intent of the Legislation; or (viii) directly or indirectly through or by any other person or means, do any act which would subject that entity to the restrictions of the Legislation.

7.1.1.3 CERTIFICATION AND DISCLOSURE REQUIREMENTS

a) The State shall not enter into a contract to procure from any Business Entity services or any material, supplies or equipment, or to acquire, sell or lease any land or building, where the value of the transaction exceeds \$17,500, if that Business Entity has solicited or made any contribution of money, or pledge of contribution, including in-kind contributions to a candidate committee and/or election fund of any candidate for or holder of the public office of Governor, or to any State or county political party committee during certain specified time periods

b) Prior to awarding any contract or agreement to any Business Entity, the Business Entity proposed as the intended awardee of the contract shall submit the Certification and Disclosure form, certifying that no contributions prohibited by the Legislation have been made by the Business Entity and reporting all contributions the Business Entity made during the preceding four years to any political organization organized under 26 U.S.C. 527 of the Internal Revenue Code that also meets the definition of a "continuing political committee" within the meaning of N.J.S.A. 19:44A-3(n) and N.J.A.C. 19:25-1.7. The required form and instructions, available for review on the Purchase Bureau website at <http://www.state.nj.us/treasury/purchase/forms.htm#eo134>, shall be provided to the intended awardee for completion and submission to the Purchase Bureau with the Notice of Intent to Award. Upon receipt of a Notice of Intent to Award a Contract, the intended awardee shall submit to the Division, in care of the Purchase Bureau Buyer, the Certification and Disclosure(s) within five (5) business days of the State's request. Failure to submit the required forms will preclude award of a contract under this RFP, as well as future contract opportunities.

c) Further, the Contractor is required, on a continuing basis, to report any contributions it makes during the term of the contract, and any extension(s) thereof, at the time any such contribution is made. The required form and instructions, available for review on the Purchase Bureau website at <http://www.state.nj.us/treasury/purchase/forms.htm#eo134>, shall be provided to the intended awardee with the Notice of Intent to Award.

7.1.1.4 STATE TREASURER REVIEW

The State Treasurer or his designee shall review the Disclosures submitted pursuant to this section, as well as any other pertinent information concerning the contributions or reports thereof by the intended awardee, prior to award, or during the term of the contract, by the contractor. If the State Treasurer determines that any contribution or action by the contractor constitutes a breach of contract that poses a conflict of interest in the awarding of the contract under this solicitation, the State Treasurer shall disqualify the Business Entity from award of such contract.

7.1.1.5 ADDITIONAL DISCLOSURE REQUIREMENT OF P.L. 2005, C. 271

Contractor is advised of its responsibility to file an annual disclosure statement on political contributions with the New Jersey Election Law Enforcement Commission (ELEC), pursuant to P.L. 2005, c. 271, section 3 if the contractor receives contracts in excess of \$50,000 from a public entity in a calendar year. It is the contractor's responsibility to determine if filing is necessary. Failure to so file can result in the imposition of financial penalties by ELEC. Additional information about this requirement is available from ELEC at 888-313-3532 or at www.elec.state.nj.us.

7.2 FINAL CONTRACT AWARD

Contract award[s] shall be made with reasonable promptness by written notice to that responsible bidder(s), whose bid proposal(s), conforming to this RFP, is(are) most advantageous to the State, price, and other factors considered. Any or all bid proposals may be rejected when the State Treasurer or the Director determines that it is in the public interest to do so.

7.3 INSURANCE CERTIFICATES

The contractor shall provide the State with current certificates of insurance for all coverages required by the terms of this contract, naming the State as an Additional Insured.

8.0 CONTRACT ADMINISTRATION

8.1 CONTRACT MANAGER

The State Contract Manager is the State employee responsible for the overall management and administration of the contract.

The State Contract Manager for this project will be identified at the time of execution of contract. At that time, the contractor will be provided with the State Contract Manager's name, department, division, agency, address, telephone number, fax phone number, and email address.

8.1.1 STATE CONTRACT MANAGER RESPONSIBILITIES

For an agency contract where only one State office uses the contract, the State Contract Manager will be responsible for engaging the contractor, assuring that Purchase Orders are issued to the contractor, directing the contractor to perform the work of the contract, approving the deliverables and approving payment vouchers. The State Contract Manager is the person that the contractor will contact **after the contract is executed** for answers to any questions and concerns about any aspect of the contract. The State Contract Manager is responsible for coordinating the use and resolving minor disputes between the contractor and any component part of the State Contract Manager's Department.

If the contract has multiple users, then the State Contract Manager shall be the central coordinator of the use of the contract for all Using Agencies, while other State employees engage and pay the contractor. All persons and agencies that use the contract must notify and coordinate the use of the contract with the State Contract Manager.

8.1.2 COORDINATION WITH THE STATE CONTRACT MANAGER

Any contract user that is unable to resolve disputes with a contractor shall refer those disputes to the State Contract Manager for resolution. Any questions related to performance of the work of the contract by contract users shall be directed to the State Contract Manager. The contractor may contact the State Contract Manager if the contractor can not resolve a dispute with contract users.